

Dynamic Integrated Services, LLC v. Synergi Partners, Inc.
PLAINTIFF'S COMPLAINT

EXHIBIT B

DECLARATION OF KIMBERLY SULLIVAN

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION**

Dynamic Integrated Services, LLC,

Plaintiff,

vs.

Synergi Partners, Inc.,


Defendant.

Declaration of Kimberly Sullivan

1. I am over the age of eighteen (18) years and otherwise competent to make this Declaration and do so of my free will, without duress.
2. I have personal knowledge of the facts contained in this Declaration.
3. I serve as the General Counsel for Dynamic Integrated Services, LLC ("**Dynamic**").
4. I am a licensed attorney in the Florida Bar, and my bar number is 101408.
5. As General Counsel for Dynamic, I participated in an introductory phone call with Defendant Synergi Partners, Inc. ("**Defendant**"), on or about May 12, 2021.
6. Following said phone call, I received an e-mail from Defendant on May 12, 2021, claiming that it was "the firm to maximize the benefit" of the Employee Retention Tax Credits.
7. Said e-mail also included marketing and promotional materials as attachments.
8. In one of the marketing documents, Defendant included the following bullet points about it and its services:
 - a. "Work with top U.S. legal firm and maintain key connections with Legislators in D.C.";

- b. “Interpret & apply legislation – keeping our clients in full compliance”;
 - c. “Executive team of veteran tax credit experts – more than 200 years of combined know-how”;
 - d. “Pride ourselves in getting money into our Clients’ hands quickly”; and
 - e. “No financial risk to working with Synergi – only charge a contingency fee based on amount of credits delivered”.
9. Additionally, this same marketing document included a statement that one of its “Deliverables” was a “Qualification Analysis,” which was elsewhere identified as an “Eligibility and Impact Analysis (EIA).” This analysis was to provide Defendant’s clients with “piece [sic] of mind.”
10. This same marketing document included the following statement on every page: “This document is proprietary and confidential and is not to be shared beyond the intended recipient.”
11. In a separate promotional document, a one-page flyer, Defendant described its fees as “Success-based fees.”
12. Dynamic relied upon these representations and was induced, in part, to execute the purported agreement with Defendant based upon these representations.

Kimberly Sullivan
Print Name


Signature

August 2, 2022
Date